

UNITED STATES DISTRICT COURT
DISTRICT OF MASSACHUSETTS

LIBERTY MUTUAL INSURANCE)	
COMPANY,)	
Plaintiff,)	
)	CIVIL ACTION NO.
v.)	04-10659-DPW (BROS)
)	
THE BLACK & DECKER CORPORATION,)	
BLACK & DECKER, INC.,)	
BLACK & DECKER (U.S.) INC.,)	
EMHART CORPORATION, and)	
EMHART, INC.,)	
Defendants.)	

JUDGMENT

January 13, 2005

WOODLOCK, District Judge

In accordance with the Memorandum and Order entered this day in this matter and in reliance upon submissions in this case and in Civil Action 96-10804 -- the pleadings, submissions and rulings in which have been made a part of this case -- summary judgment regarding the BROS site is GRANTED to Plaintiff Liberty Mutual Insurance and it is hereby ORDERED, ADJUDGED and DECREED:

1. JUDGMENT for Liberty Mutual Insurance Company against the Defendants on Count 1 of the Complaint, entitled "Declaration of No Coverage Obligations," pursuant to which it is hereby DECLARED:

- (a) there is no coverage under any Liberty Mutual policy for the BROS site and any Claims arising out of the BROS site;
- (b) Liberty Mutual owes no duty to defend defendants with respect to the BROS site and any Claims arising out of the BROS site; and
- (c) Liberty Mutual has no duty to indemnify defendants for any liabilities defendants may have with respect to the BROS site and any Claims arising out the BROS site.

2. Counts II and III of the Complaint, entitled "Declaration of Set-off of Defendants' Obligations" and "Applicability of Certain Policy Terms," respectively, are hereby dismissed as moot in view of the entry of judgment for Liberty Mutual Insurance Company on Count 1 of the Complaint.

3. The Counterclaim of the Defendants against the Plaintiff is dismissed.

4. Pursuant to Fed. R. Civ. P. 54(d)(1), Plaintiff shall recover costs, other than attorney's fees.

BY THE COURT,

/s/ Michelle Rynne
Deputy Clerk

DATED: January 13, 2005